

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is between [ASSIGNOR NAME] ("Assignor") and [ASSIGNEE NAME] ("Assignee").

Background

Assignor owns all of the interests in the intellectual property described on Exhibit A (the "Intellectual Property").

Assignor wishes to transfer to Assignee, and Assignee wishes to receive from Assignor, all of Assignor's interest in the Intellectual Property.

The parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest, worldwide, in and to the Intellectual Property, including:

- (a) all patents, patent applications, and provisional applications, including all continuations, continuations-in-part, divisionals, reissues, reexaminations, and extensions, all rights to claim priority, and all inventions, discoveries, and improvements described in any of them, whether or not patentable;
- (b) all trademarks, service marks, trade dress, trade names, business names, logos, slogans, and other indicia of origin, whether registered or unregistered, all registrations and pending applications for any of them, and the goodwill of the business connected with and symbolized by them;
- (c) all copyrights and other rights in works of authorship, whether registered or unregistered, including all registrations and pending applications, renewals, extensions, and reversions;
- (d) all software and computer code, in source and object form, all websites, mobile applications, databases, and data collections, and all precursors, portions, and works in progress, together with all technology, documentation, know-how, materials, and tools relating to any of them or to their development, support, or maintenance;
- (e) all trade secrets and confidential information, including formulas, processes, methods, designs, specifications, customer and supplier lists, and business plans;
- (f) all internet domain names, social media and other online accounts, email addresses, and telephone numbers used in connection with the Intellectual Property;
- (g) all income, royalties, and payments now or later due with respect to the Intellectual Property, all claims and causes of action for past, present, or future

infringement, misappropriation, or other violation of the Intellectual Property, and the right to sue on those claims and recover damages; and

(h) all other intellectual property and proprietary rights of any kind in, incorporated in, embodied in, used to develop, or related to any of the foregoing, and all business rights, contract rights, license rights, and goodwill related to any of the foregoing.

2. Assignor represents that Assignor owns good and valid title to the Intellectual Property, free and clear of any liens, pledges, security interests, licenses, options, transfer restrictions, adverse claims, or other encumbrances, and no third party has any right, title, or interest in the Intellectual Property except as disclosed in writing.

3. By signing below, Assignee accepts the assignment of the Intellectual Property.

4. Assignor shall execute any additional documents, including a confirmatory assignment of any registered or pending patent, trademark, or copyright, and take any further actions reasonably requested by Assignee to evidence, perfect, or defend Assignee's ownership of the Intellectual Property.

5. The assignment is effective as of [EFFECTIVE DATE / the date of execution by all parties].

SIGNATURE PAGE FOLLOWS

ASSIGNOR

[ASSIGNOR NAME]

Date

ASSIGNEE

[ASSIGNEE NAME]

Date

[OPTIONAL - NOTARY (add only if notarization is requested):

STATE OF _____

COUNTY OF _____

The foregoing Assignment of Intellectual Property was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, [YEAR], by [ASSIGNOR NAME], who is ☐ personally known to me or ☐ who produced _____ as identification.

Seal:

Notary Signature

Printed Name]

Exhibit A

List of Intellectual Property

All of the following intellectual property written, recorded, created, designed, or used for or in connection with [BUSINESS, BRAND, OR DOMAIN NAME], whether stored locally or hosted by third parties:

[Edit the list below to match the assets being assigned, and delete any line that does not apply.]

- All registered and pending patents, including [PATENT AND APPLICATION NUMBERS]
- All registered and pending trademarks and service marks, including [TRADEMARK REGISTRATION AND SERIAL NUMBERS]
- All registered copyrights, including [COPYRIGHT REGISTRATION NUMBERS]
- All written content, text, legal or business forms, images, graphics, logos, audio, video, and podcasts
- All software and code, whether published or in development, including frontend and backend code for any website or application operated by Assignor
- All websites, databases, servers, codebases, and hosting accounts

- All URL structures, settings, processes, and programming, whether on third-party platforms or otherwise
- All social media and other technology accounts, including [ACCOUNT NAMES OR PLATFORMS]
- All email addresses, including [EMAIL ADDRESSES]
- All telephone numbers, including [TELEPHONE NUMBERS]
- All technical trade secrets and know-how
- All domain names, including [DOMAIN NAMES]

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